



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

April 18, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF FUNDING AGREEMENT
FOR A GOLF TEEN LEADERSHIP PROGRAM AT
LOS AMIGOS GOLF COURSE PROGRAM
AND APPROVE APPROPRIATION ADJUSTMENT
(SUPERVISORIAL DISTRICT 4) (4-VOTES)**

SUBJECT

Approval of the recommended action will award an agreement to the Latina Golfers Association to provide a Teen Leadership Program utilizing funds from a Community Development Block Grant awarded to the Department of Parks and Recreation, and approve an appropriation adjustment to increase funding.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board Letter and the record.
2. Approve and authorize the Director of Parks and Recreation, or her designee, to execute a Funding Agreement in the amount of \$129,100 for a Golf Teen Leadership Program at the Los Amigos Golf Course, utilizing Community Development Block Grant funding from the Los Angeles County Development Authority, effective upon the approval of this Board Letter, with the Latina Golfers Association in a form substantially similar to Attachment I and approved as to form by County Counsel. And,
3. Approve the attached appropriation adjustment to increase Services and Supplies in FY 2022-23 by \$129,000 in the Operating Budget (A01) for the costs to conduct the Teen Leadership Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Golf Teen Leadership Program will provide homeless Transition-Aged Youth (Youth) currently housed at the Los Padrinios Shelter with an introduction to golf activities, emphasizing safe recreation, socialization, and economic opportunities. The Latina Golfers Association, on behalf of the Department of Parks and Recreation (Department), will conduct the Teen Leadership Program through two separate plans, servicing a total of twenty Youth. The curriculums include six classroom and six hands-on sessions.

Approval of the recommended actions will allow the Department to execute a Funding Agreement with the Latina Golfers Association to provide a Golf Teen Leadership Program at the Los Amigos Golf Course (Golf Course) to the Youth residing at the Los Padrinios Shelter, utilizing the Community Development Block Grant (CDBG) funds awarded by the Los Angeles County Development Authority (LACDA).

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act (CEQA) and will enable the Department to provide continued and uninterrupted service at the Golf Course.

Implementation of Strategic Plan Goals

The recommended Funding Agreement will further the County's Strategic Plan, Strategy II.2 Support the Wellness of Our Communities, Objective II.2.2 Expand Access to Recreational and Cultural Opportunities, and Strategy III.3 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

On June 14, 2022, LACDA awarded \$129,100 in CDBG funds to the Department to support the Golf Teen Leadership Program. The 2022-2023 CDBG funding awarded is \$64,550 and an additional \$64,550 to be carried over from Fiscal Year 2021-2022 to support this program.

The Board's approval of the appropriation adjustment will increase Services and Supplies and revenue in the Operating Budget (A01) by \$129,000 in Fiscal Year 2022-23 for the Latina Golfers Association's Teen Leadership Program costs. LACDA will reimburse the Department for the amount paid to the Latina Golfers Association.

This is one-time funding and will not result in any ongoing commitment to the Department's Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Latina Golfers Association will provide the required insurance policies prior to the start of the Funding Agreement, naming the County as additional insured.

County Counsel has approved the Funding Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA)

because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed actions are administrative activities of government and would create government funding mechanisms that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment or direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

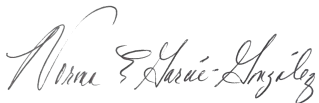
There will be no impact on current public services.

CONCLUSION

It is requested that three adopted copies of the action taken by your Board be forwarded to the Department.

Should you have any questions please contact Ms. Sandra Salazar at (626) 588-5266 or via email at ssalazar@parks.lacounty.gov, Mr. Ruben Lopez at (626) 588-5278 or rlopez@parks.lacounty.gov, or Ms. Kimberly Rios at (626) 588-5368 or krios@parks.lacounty.gov.

Respectfully submitted,



Norma E. Garcia-Gonzalez
Director

NEGG:AB:MR RL:SS

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**FUNDING AGREEMENT
BY AND BETWEEN**

**COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION
AND**

LATINA GOLFERS ASSOCIATION

**FOR THE GOLF TEEN LEADERSHIP PROGRAM AT
LOS AMIGOS GOLF COURSE PROGRAM**

THIS FUNDING AGREEMENT (Agreement) is made and entered into this _____ day of _____, 2022.

BY COUNTY OF LOS ANGELES DEPARTMENT OF PARKS
AND RECREATION, a body corporate and politic and a
political subdivision of the State of California, hereinafter
referred to as "Department",

AND LATINA GOLFERS ASSOCIATION, "LGA"

WITNESSETH:

WHEREAS, the County of Los Angeles owns Los Amigos Golf Course; and

WHEREAS, the Los Amigos Golf Course is managed, operated and maintained under a Lease Agreement with a private operator; and

WHEREAS, the Department was awarded a Community Development Grant (CDBG) through the Los Angeles County Development Authority for a Golf Teen Leadership Program; and

WHEREAS, the County of Los Angeles provides homeless Transition-Aged Youth (TAY) with housing and programming services at the Los Padrinos Shelter, adjacent to the Los Amigos Golf Course; and

WHEREAS, the TAY are provided with an introduction to golf activities, for safe recreation and socialization, and new economic opportunities paid through job training and work in the golf industry at the Los Amigos Golf Course; and

WHEREAS, County desires that LGA provide the Golf Teen Leadership Program (Program) services for the TAY; and

WHEREAS, the County and LGA now desire to enter into a funding agreement (Agreement) to memorialize the transfer of the CDBG funds to LGA upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

All recitals are considered incorporated and part of this Agreement.

B. TRANSFER OF PARK CDBG FUNDS

On the fifteenth (15th) of each month, LGA shall submit a line item invoice to the County for expenses incurred to administer the program during the prior month. The total amount expended for the duration of the Program shall not exceed \$129,100 and shall only include expenses identified in Exhibit A. Should there be any unused funds at the conclusion of the Program, no additional funds shall be provided to LGA.

C. AGREEMENT TERM

This Agreement shall be effective upon approval of the Board of Supervisors and will remain in force until the completion of the Program, as mutually agreed by the County and LGA, but such term shall be no later than June 30, 2023.

D. FINANCIAL RECORDS

1. LGA agrees to maintain satisfactory financial accounts, documents and records of expenditures and to make them available to the Department for auditing. LGA also agrees to retain such financial accounts, documents and records in compliance with the approved records retention policy of the Department.
2. LGA agrees to use a generally accepted accounting system. LGA also agrees to maintain, and make available for County inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.
3. At any time during the term of this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of LGA records for the purpose of verifying the appropriateness and validity of expenditures under the terms of this Agreement.
4. LGA, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.
5. It is understood and agreed that any Funds paid to LGA hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to LGA hereunder have been used for purposes other than those authorized by this Agreement, LGA is required to immediately refund any such improperly used funds to the County.

G. GRANT REQUIREMENTS

1. All required grant documentation shall be submitted to the Department of Parks and Recreation, Accounting Section Head, located at 1000 South Fremont Avenue, Unit #40, Building A-9 West, 2nd Floor, Alhambra, CA 91803.
2. LGA shall provide a Golf Teen Leadership Program, as described in Exhibit A, which shall be offered in two separate programs and include 12 (twelve) (90) minute sessions for 10 participants at each program.
3. To comply with the Los Angeles County Development Authority's grant requirements, LGA agrees to the terms and conditions in the CDBG, including but not limited to the items listed in Exhibit B and incorporated into this Agreement.

A copy of all Program expenditures shall be submitted to:

County of Los Angeles
Department of Parks and Recreation
Accounting Section Head
1000 S. Fremont Avenue, Unit #40
Building A-9 West, 2nd Floor
Alhambra, CA 91803.

H. INDEMNIFICATION.

LGA shall indemnify, defend and hold harmless the County, its Special Districts (including without limitation the Los Angeles County Development Authority or "LACDA"), elected and appointed officers, employees, agents and volunteers (collectively "County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. The terms of this paragraph survive the termination of this Agreement.

I. GENERAL INSURANCE PROVISIONS.

Without limiting LGA's indemnification of the County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, LGA shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section, "General Insurance Provisions" and the "Insurance Coverage Requirements – Types and Limits" Section of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon LGA pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect LGA for liabilities which may arise from or relate to this Agreement.

- 1) **Evidence of Coverage and Notice to County.** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given insured status under LGA's General Liability policy, shall be delivered to the

County at the address shown below and provided prior to commencing services under this Agreement.

- a) Renewal Certificates shall be provided to County not less than ten (10) days prior to LGA's policy expiration dates. County reserves the right to obtain complete certified copies of any required LGA and/or Sub-Contractor insurance policies at any time.
- b) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match LGA's name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- c) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by LGA, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Parks and Recreation
Attention: Contracts Division
1000 South Fremont Avenue
Unit #40 Building A-9 West
Alhambra, California 91803

- d) LGA also shall promptly report to County any injury or property damage accident or incident, including any injury to a LGA employee occurring on County property subject to the Program, and any loss, disappearance, destruction, misuse, or theft of County property subject to the Program, monies or securities entrusted to LGA. LGA also shall promptly notify County of any third-party claim or suit filed against LGA or any of its Sub-Contractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against LGA and/or the County.
- 2) **Additional Insured Status and Scope of Coverage.** The County of Los Angeles, its Special Districts (including without limitation LACDA), Elected Officials, Officers, Agents, Employees and Volunteers, (collectively County and its Agents) shall be provided additional insured status under LGA's General Liability policy with respect to liability arising out of LGA's ongoing and completed operations performed on behalf of the County under the terms of this Agreement. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of LGA's acts or omissions, whether such liability is attributable

to LGA or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 3) **Cancellation of or Changes in Insurance.** LGA shall provide County with, or LGA's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.
- 4) **Failure to Maintain Insurance.** LGA's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to LGA, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from LGA resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to LGA or its Contractor(s), deduct the premium cost from sums due to LGA or pursue Contractor reimbursement.
- 5) **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 6) **LGA's Insurance Shall Be Primary.** LGA's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to LGA. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any LGA coverage.
- 7) **Waivers of Subrogation.** To the fullest extent permitted by law, LGA hereby waives its and its insurers' rights of recovery against County under all the Required Insurance for any loss arising from or related to this Agreement. LGA shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 8) **Sub-Contractor Insurance Coverage Requirements.** LGA shall include all Sub-Contractors as insureds under LGA's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. LGA shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and LGA as additional insureds on the Sub-Contractor's General Liability policy. LGA shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

- 9) **Deductibles and Self-Insured Retentions (SIRs).** LGA's policies shall not obligate the County to pay any portion of any LGA's deductible or SIR. The County retains the right to require LGA to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing LGA payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 10) **Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. LGA understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 11) **Application of Excess Liability Coverage.** LGA may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.
- 12) **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 13) **Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, LGA use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- 14) **County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions conditioned upon County's determination of changes in risk exposures.

J. INSURANCE REQUIREMENTS COVERAGE – TYPES AND LIMITS

- 1) **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million
- 2) **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit of not less than \$ 1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of LGA's use of autos pursuant to this

Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 3) **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$ 1 million per accident. If LGA will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to LGA's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4) **Additional Unique Insurance Coverage**

- i.) **Sexual Misconduct Liability** Coverage is required when services in relation to this contract involve care or supervision of children, seniors and other vulnerable persons and insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- ii.) **Sub-Contractor Insurance Coverage Requirements** Operating Agency shall include all Sub-Contractors as insureds under Operating Agency's own policies, or shall provide LACDA with each Sub-Contractor's separate evidence of insurance coverage. Operating Agency shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Operating Agency as additional insureds on the Sub-Contractor's General Liability policy. Operating Agency shall obtain LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

K. TERMINATIONS

This Agreement may be terminated by either party for the convenience of that party. This Agreement may also be terminated by either party as a result of default by the other party of its obligations under this Agreement. Notice of termination shall be given, in writing, at least sixty (60) days in advance and shall be complete when delivered to either party.

Nothing contained herein shall limit or prevent the County from seeking repayment of the CDBG Funds already used by LGA which were not used in accordance with the conditions of this Agreement.

L. AMENDMENTS

For any change requested by either party which affects any term or condition included in this Agreement, a negotiated written Amendment to the Agreement shall be prepared and executed by the Department's and LGA's authorized representative.

Such Amendments shall be authorized subject to the approval of County Counsel as to form.

M. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

To the County: Department of Parks and Recreation
Attn: Malou Rubio
Deputy Director, Administrative Services
1000 S. Fremont Avenue, Unit #40
Building A-9 West, 2nd Floor
Alhambra, CA 91803

To LGA: Latina Golfer's Association
174 W. Lincoln Ave. #255
Anaheim, California 92805
Attention: Azucena Maldonado
Phone Number: (213) 804-8091
Email: latinagolfers@gmail.com

N. NONDISCRIMINATION

LGA shall not discriminate against any person based on race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the Funds paid to the Department pursuant to this Agreement.

O. SEVERABILITY

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

P. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto, and addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and LGA.

Q. EFFECTIVE DATE

The effective date of this Agreement shall be on the date of this Agreement is executed by the Director of Parks and Recreation.

R. ADDITIONAL STANDARD TERMS AND CONDITIONS

1. Assignments and Subcontracts

LGA shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the County consent shall require a written amendment to this Agreement, which is formally approved and executed by LGA and County. In the event a transfer, exchange, assignment, or divestment results in a change in the person or entity with majority control of LGA at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

2. OSHA/CAL-OSHA Compliance

LGA shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 661 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

3. Fair Labor

LGA agrees to indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by LGA's employees for which the County may be found jointly or solely liable.

4. Citizenship

LGA warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. LGA shall indemnify, defend and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against LGA or County, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

5. County Lobbyists

LGA and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by LGA, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the part of LGA or any County lobbyist or County lobbying firm retained by LGA to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

6. Use of Recycled Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, LGA agrees to use recycled-content paper to the maximum extent possible on the program.

7. Notice to Employees Regarding the Federal Earned Income Credit

LGA shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

8. Consideration of Gain/Grow Program Participants for Employment

Should LGA require additional or replacement personnel after the effective date of this Agreement, LGA shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet LGA's minimum qualifications for the open position. For this purpose, consideration shall mean that LGA will interview qualified candidates. The County will refer GAIN/GROW participants by job category to LGA. LGA shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV to obtain a list of qualified GAIN/GROW job candidates.

9. LGA's Acknowledgement of County's Commitment to Child Support Enforcement

LGA acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LGA understands it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at LGA's place of business. County's District Attorney will supply LGA with the poster to be used.

10. Suspension and Termination

LGA agrees to suspend using Funds on Program operations or otherwise for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County. This provision may be applied if, in the judgment of the Director of the Department of Parks and Recreation, or his designee, circumstances exist which could result in illegal or inappropriate expenditures of Funds. The Director of the Department of Parks and Recreation, or his designee, may terminate this Agreement immediately by written notice to LGA upon LGA's failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the County determine that LGA's failure to perform relates to only part of the Program, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, the County shall be entitled to reimbursement of the portion of the CDBG not yet used by LGA.

If this Agreement is terminated, LGA shall within five (5) days of receipt of notice of termination from County, notify all other parties who are subcontractors of LGA of such termination.

Nothing contained herein shall limit or prevent the County from seeking repayment of the CDBG Funds already used by LGA which were not used in accordance with the conditions of this Agreement.

11. Termination for Improper Consideration

The County may, by written notice to LGA, immediately terminate the right of LGA to proceed under this Agreement if it is found that consideration, in any form, was offered or given by LGA, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to LGA's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against LGA as it could pursue in the event of default by LGA. LGA shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

12. Compliance with Law

LGA shall comply with all applicable Federal, State and County law, regulations and policies in connection with its activities pursuant to this Agreement.

13. Governing Laws, Jurisdiction and Venue

This Agreement shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, LGA and the County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

14. Rights and Remedies not Exclusive

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

15. No Payment for Services Provided Following Expiration/Termination of Agreement

LGA shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by LGA after the expiration or other termination of this Agreement. Should LGA receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after

expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from LGA. This provision shall survive the expiration or other termination of this Agreement.

16. Conflict of Interest

LGA covenants that neither LGA nor any of its agents, officers, employees, or subcontractors who presently exercise any function of responsibility in connection with the program has a personal interest, direct or indirect, in the Agreement or the Program, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

LGA, its agents, officers, employees, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest

17. Authority

LGA possesses legal authority to execute the Program, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of LGA governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of LGA to act in connection with the Program specified and to provide such additional information as may be required by the County.

18. Counterparts/Electronic Signature

This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. The parties (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and

California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

19. Survival of Termination

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

[THE REST OF THIS PAGE IS BLANK]

IN WITNESS WHEREOF, the County by order of the Board of Supervisors, has delegated to the Director of Parks and Recreation, or her designee, the authority to execute this Agreement on its behalf on the date and year written below.

LATINA GOLFERS ASSOCIATION

By: _____

Azucena Maldonado
CEO, Latina Golfers Association

COUNTY OF LOS ANGELES,

By: _____

Norma E. Garcia-Gonzalez, Director
Department of Parks and Recreation

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Principal Deputy County Counsel



May 9, 2022

Nwabu Nkemere, Accounting Officer III
 Department of Parks and Recreation
 1000 S. Fremont Ave., Building A-9 West, 2nd Floor
 Alhambra, CA 91803

Dear Mr. Nkemere:

**NOTIFICATION OF RECOMMENDATION(S) TO FUND
 CDBG ACTIVITIES FOR FISCAL YEAR (FY) 2022-2023**

This letter is to inform you that Community Development Block Grant (CDBG) funding for the 2022-2023 Program Year (July 1, 2022 – June 30, 2023) will be presented for approval by the Los Angeles County Board of Supervisors during the public meeting to be held on June 14, 2022. Your Department is tentatively scheduled to receive funding for the following:

PROJECT	AMOUNT \$	DISTRICT
DPR – Golf Teen Leadership Program – COVID	\$64,550	4 th District

Recognizing that the pandemic restrictions resulted in your program being unable to expend all of the Fiscal Year (FY) 2021-2022 funding, the extraordinary decision to allow \$64,550 to be carried over into FY 2022-2023 was made, for total funding of \$129,100 in the new program year.

FUNDING APPROVAL

Please be advised that your project will not officially be approved until the Los Angeles County Board of Supervisors has taken action on June 14, 2022. This notice is intended for pre-planning purposes only. Therefore, no commitments should be construed in advance of official approval.

You are reminded that no project costs can be incurred until all requirements have been met, an agreement has been signed and documentation of completing the mandatory online CDBG Programmatic Training. Be advised that failure to meet all the terms and conditions required for your agreement, may result in loss of funding approval.



Administrative Office
 700 West Main Street, Alhambra, CA 91801
 Tel: (626) 262-4511 TDD: (626) 943-3898



Executive Director: Emilio Salas
 Commissioners: Hilda L. Solis, Holly J. Mitchell, Sheila Kuehl, Janice Hahn, Kathryn Barger

REQUIRED TRAINING

As a reminder to the Electronic Distribution List message sent on April 14, 2022, in order for agencies to submit an "Exhibit A" for proposed CDBG project funding, the "2022-2023 *Exhibit A Training*" was made available online, requesting that the *Acknowledgement* be submitted through the *CDBG Online System*.

This online training was accessible through the *CDD Partners Homepage*, where the PowerPoint presentation was located in the "Online Training" menu.

1. The *Acknowledgement* (providing any comments or suggestions for future trainings) **was due by no later than April 21, 2022**; and
2. The review and submittal of your FY 2022-2023 "*Exhibit A*" (changes could be made to any sections as needed) **was due by April 28, 2022**.

Note: *The CDBG Online System did not allow you to submit a new Exhibit A until you have viewed the training and submitted the Acknowledgement, which can be found at the end of the training.*

If you have not submitted the Acknowledgement and reviewed your Exhibit A, please do so immediately so that your agreement is prepared for the new program to begin on July 1, 2022.

Please be aware that due to the funding reductions experienced by the CDBG Program over the last several years, the long-term continuation of the Program is never assured. Therefore, we recommend that your Agency develop alternative plans for funding your current CDBG activities.

If you have any questions, you may contact me at (626) 586-1765.

Sincerely,



LINDA JENKINS, Director
Community Development Division

LJ:HR:ob

T:\GPPA\PEST\CRIS 22-23\Award Letter\County Departments\County Dept 22-23 & 21-22 C-O Award Letter.docx

c: Jayme Wilson, Economic Development Deputy, 4th District
Ivan Sulic, Homeless Deputy, 4th District

Los Angeles County Development Authority
County of Los Angeles
Project Description and Activity Budget

Contract No. 112567 Version 2

PROJECT**OPERATING AGENCY**

Project No: 602336-21	Organization
Title: DPR - Golf Teen Leadership Program - COVID	Name: Department of Parks and Recreation
Funding Period: 2/16/2022 To: 6/30/2023	Type: L.A. County Dept.
Jurisdiction: 4th District	LACDA Program Mgr: Samuel Leung

Project Administration

Nathan Elliott, Accountant III
County of Los Angeles
Department of Parks and Recreation
1000 S. Fremont Avenue, Building A-9 West, 3rd Floor
Alhambra, CA 91803
Phone: (626) 588-5275
Email: NElliott@parks.lacounty.gov

Eligibility Summary

Funding Source: CDBG
HUD Code: 05H Employment Training
Eligibility Citation: 570.201(e)
National Objective: LMC
Nat. Objective Citation: 570.208(a)(2) (i)(A)
Est. Accomplishments: 20 Performance Indicator: People (General)

Activity Summary

This new COVID-19 related project provides homeless transition-aged youth (TAY) residing at the Los Padrinos Shelter an introduction to golf activities, for safe recreation and socialization, and new economic opportunities through paid job training and work in golfing at the Los Amigos Golf Course. This project is 100% CDBG funded.

Location of the Los Amigos Golf Course:
7295 Quill Dr., Downey, CA 90242

Location for Los Padrinos Shelter:

7285 Quill Dr., Downey, CA 90242

CDBG funds are used for non-personnel costs.

Special Conditions

AUTHORIZATION FOR PUBLIC SERVICE SELF-CERTIFICATION - FAMILY SIZE AND INCOME: The Operating Agency has received authorization to utilize the Public Service Self-Certification Form for this project in those instances where it is unable to obtain complete income documentation from the program participant. The Operating Agency must ensure that the Form contains the current income guidelines, and that it is maintained in the program participant file. The Forms must be fully completed, signed, and dated by the program participant, as well as approved by a designated Operating Agency staff member. If the scope of activities for the project changes, the Operating Agency will be required to submit a new request for authorization to use the Public Service Self-Certification Form.

PROCUREMENT: The Operating Agency will comply with procurement standards for the purchase of all goods and contracted services as prescribed in 2 CFR Part 200.318.

SUBRECIPIENT AGREEMENT/CONSULTANT SERVICES: The Operating Agency shall execute a professional services agreement with each consultant/contractor prior to incurring any costs or distributing any CDBG or ESG funds in compliance with federal contractual requirements.

USE OF EQUIPMENT: The Operating Agency must maintain the use of equipment purchased for a period of no less than five (5) years from the date acquired. If the Operating Agency changes the use of or disposes of the equipment, the CDBG Program must be reimbursed in the amount of the current fair market value of the equipment.

Program Management Mitigation Conditions

The Operation Agency will maintain compliance with pandemic health and safety protocols for recreation and job training golf activities held at the Los Amigos Golf Course.

Environmental Mitigation Conditions

None.

Contracted Services/Subrecipients

Department of Parks & Recreation plans to use the Latina Golfers Association as an outside services to provide all the related golf activities including coaching & training.

Funding Summary

<u>Cost Category</u>	<u>Amount</u>
Non-Personnel	\$129,100.00
Total	\$129,100.00

Service Area

<u>Region</u>	<u>Population</u>	<u>Low/Mod Pop</u>
5515.01 BG 1 Downey	3,550	2,390
Grand Total:	3,550	2,390 67.32% Low/Mod

Los Angeles County Development Authority
County of Los Angeles
Project Description and Activity Budget

Contract No. 112567 Version 2

PROJECT**OPERATING AGENCY**

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Title: DPR - Golf Teen Leadership Program - COVID	Name: Department of Parks and Recreation
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Nathan Elliott, Accountant III
County of Los Angeles
Department of Parks and Recreation
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Alhambra, CA 91803
Phone: (626) 588-5275
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Eligibility Summary

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5515.01 BG 1 Downey	3,550	2,390
Grand Total:	3,550	2,390 67.32% Low/Mod

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

April 18, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PARKS AND RECREATION

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2022-23****4 - VOTES****SOURCES****USES****PARKS AND RECREATION**

A01-PK-90-9013-27640

COMMUNITY DEVELOPMENT BLOCK GRANT

INCREASE REVENUE**129,000****PARKS AND RECREATION**

A01-PK-2000-27640

SERVICES & SUPPLIES

INCREASE APPROPRIATION**129,000****SOURCES TOTAL****\$ 129,000****USES TOTAL****\$ 129,000****JUSTIFICATION**

Reflects an increase in Parks and Recreation's Operating Budget to execute an Agreement with the Latina Golfers Association for the Golf Teen Leadership Program at the Los Amigos Golf Course. The Community Development Block Grant (CDBG) funds awarded by the Los Angeles County Development Authority (LACDA) will reimburse the associated costs.

Carolyn Bernardez Digitally signed by Carolyn Bernardez
Date: 2023.04.05 14:02:34 -07'00'**AUTHORIZED SIGNATURE**

Carolyn Bernardez, DFM II

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY **Lan Sam** Digitally signed by Lan Sam
Date: 2023.04.06 10:06:18B.A. NO. **187**DATE **4/6/23**☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

Digitally signed by Celia Amador
Date: 2023.04.06 10:20:57 -07'00'DATE **4/6/23**